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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

VIA MESSENGER

Wanda Harris
Federal Communications Commission
Common Carrier Bureau; Competitive Pricing Division
445 12th Street, SW; Fifth Floor
Washington, D.C. 20554

Re: CC Docket No. 99-68
Comments of AirTouch Paging
Submission of Diskette Containing Comments Filed April 12, 1999

Dear Ms. Harris:

Transmitted herewith, on behalf of AirTouch Paging ("AirTouch") and pursuant to paragraph 50 of the Notice of Proposed Rule Making ("NPRM") released with respect to the above-referenced proceeding, is a 3.5 inch diskette containing a copy of the Comments submitted on this date by AirTouch with respect to CC Docket No. 99-68. Per the instructions contained in the NPRM, the document is in Word Perfect 5.1 or compatible format, in read-only mode. Should you have any questions in this regard, please do not hesitate to contact the undersigned.

Yours very truly,

Carl W. Northrop
of PAUL, HASTINGS, JANOFSKY & WALKER LLP

Enclosure

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C.

In the Matter of	)	
	)	
Implementation of the Local Competition Provisions in the Telecommunications Act of 1996	)	CC Docket No. 96-98
	)	
Inter-Carrier Compensation for ISP-Bound Traffic	)	CC Docket No. 99-68
	)	
To: The Commission	)	

COMMENTS OF AIRTOUCH PAGING

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April 12, 1999

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Summary

AirTouch Paging ("AirTouch") is responding to the request at paragraph 35 of the Notice of Proposed Rulemaking in this proceeding for comments on whether and how Section 252(i) most-favored-nation rights affect carrier efforts to negotiate or renegotiate interconnection contracts. Because AirTouch has invoked Section 252(i) with several local exchange carriers in an effort to adopt previously approved agreement, AirTouch has considerable relevant experience in this area.

AirTouch submits that preserving and extending Section 252(i) rights is essential for a broad cross-section of interconnecting carriers to benefit from the protections of the 1996 Act. The core objective should be to assure that requesting carriers get the same economic benefit as the original party to the adopted agreement so that competition can develop on a level playing field.

AirTouch demonstrates that concerns expressed by LECs over state decisions which allow the terminal date of an adopted agreement to extend beyond the date of the original agreement are unfounded. Properly construed, the statutory scheme does not permit a series of follow-on carriers seeking MFN rights to extend the term of an original agreement indefinitely.

The AirTouch comments ask the Commission to issue guidelines under Section 252(i) confirming several important points: (1) In the absence of special circumstances, LECs should not be allowed to insist upon the negotiation of a confidentiality agreement

prior to responding substantively to an MFN request; (2) A requesting carrier who adopts another carriers' agreement under Section 252(i) is not automatically bound by voluntary amendments to the original agreement; (3) An interconnecting carrier may use Section 252(i) to incorporate more favorable terms into an existing interconnection agreement; (4) A requesting carrier seeking relief for a violation by a LEC of obligations under Section 252(i) is not required to follow the formal arbitration procedures specified in Section 252(b) of the Act; and, (5) The Commission should set benchmarks quantifying the "reasonable time" and "unreasonable delay" standards in Section 51.809 of the rules. Guidelines of this nature will reduce the prospect that efforts to exercise Section 252 (i) rights are delayed by collateral issues.

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C.

In the Matter of	)	
	)	
Implementation of the Local Competition Provisions in the Telecommunications Act of 1996	)	CC Docket No. 96-98
	)	
Inter-Carrie Compensation for ISP-Bound Traffic	)	CC Docket No. 99-68
	)	
To: The Commission	)	

COMMENTS OF AIRTOUCH PAGING

AirTouch Paging ("AirTouch") hereby comments on the *Notice of Proposed Rulemaking ("NPRM")* released in the above-captioned proceeding.[1/] The following is respectfully shown:

I. Introduction

AirTouch is one of the largest providers of narrowband messaging services in the United States. The company operates as a facilities-based paging carrier in 35 states. Its messaging services are interconnected with the public switched telephone network. As a consequence, AirTouch must enter into interconnection agreements with incumbent local exchange carriers ("ILEC's) across the country.

1/ FCC 99-38, released February 26, 1999.

Since the passage of the Telecommunications Act of 1996 (the "1996 Act")[2/], AirTouch has been in the process of seeking to revise and update its interconnection arrangements with incumbent LECs in order to conform the arrangements to the new paradigm created by the 1996 Act. In some instances, AirTouch has opted to negotiate entirely new arrangements, and has succeeded in reaching a voluntary agreement.[3/] In other instances, AirTouch has been forced to seek arbitrated agreements before state commissions.[4/] And, in several cases, AirTouch has sought to adopt previously-approved agreements entered into between the LEC and other telecommunications carriers pursuant to Section 252(i) of the Communications Act of 1934, as amended (the "Act"). By virtue of these many situations, AirTouch has considerable expertise in the negotiation and renegotiation of interconnection agreements.

The *NPRM* seeks comment, *inter alia*, on "whether and how Section 252(i) and MFN [most-favored-nation] rights affect the parties' ability to negotiate or renegotiate interconnection agreements." *NPRM*, para. 35. AirTouch is well-situated to answer this

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2/ Pub. L. No. 104-104, 110 Stat. 56 codified at 47 U.S.C. Sections 151 et seq.

3/ For example, AirTouch reached voluntary agreements in all 7 states in which it interconnects with GTE. The agreements provide for the payment of compensation to AirTouch for terminating local GTE-originated traffic, and accord relief from charges for the portion of facilities used to deliver GTE-originated traffic.

4/ AirTouch ended up filing arbitration petitions against US West in the states of Colorado and Washington because of the refusal of US West to recognize the basic entitlements of paging carriers to terminating compensation and relief from charges for facilities used to deliver US West-originated traffic. See Docket No. 99A-001T (Colorado), Docket No. UT-990300 (Washington).

question because it has invoked Section 252(i) rights with multiple LECs including Pacific Bell, BellSouth, Bell Atlantic and Ameritech. These Comments solely address this issue and AirTouch does not at this time take any position with respect to the broader issues of compensation for calls bound for Internet Service Providers ("ISPs") discussed in the *NPRM*.

II. Preserving and Protecting Section 252(i) Rights is Essential to Achieve the Pro-Competitive Objectives of the 1996 Act

The FCC previously described Section 252(i) as a "primary tool" of the 1996 Act to prevent discrimination, and has recognized the benefit of MFN rights which serve to counterbalance the unequal bargaining power and resources enjoyed by the ILECs. *Local Competition First Report* at paras. 1296-1323. [5/] AirTouch agrees that Section 252(i) is of critical importance to carriers seeking interconnection. AirTouch's direct experience in the states of Washington and Colorado confirms that it is extremely expensive and time-consuming to seek an arbitrated agreement from a state commission. For this reason, many interconnecting carriers simply are not in a position to exercise their statutory interconnection rights by pursuing arbitration claims. Consequently, the ability to opt - - in whole or in part - - into an agreement offered by a LEC to another carrier often will provide the only realistic means for a carrier to secure a fair, nondiscriminatory interconnection arrangement. As such, Section 252(i) becomes critical

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5/ *Implementation of the Local Competition Provisions in the Telecommunications Act, First Report and Order*, 11 FCC Rcd. 15499 (1996).

to the achievement of the pro-competitive objectives of the 1996 Act. Only if the Section 252(i) rights of requesting carriers are protected and extended will a broad cross section of carriers be able to enjoy the protections of the important interconnection provisions in the 1996 Act.

A. Requesting Carriers Must Receive the Same Economic Benefits as the Original Carrier

As the *NPRM* recognizes, some controversy has developed over whether a requesting carrier is entitled to the benefit of the full term of an approved agreement (*i.e.*, a full two year term if the approved agreement ran for two years) or a lesser term (*i.e.*, the remainder of the term on the approved agreement which, depending on when the request is made, could result in a significantly shorter contract period than the original party enjoyed).

AirTouch submits that Section 252(i) should be interpreted to permit the requesting carrier to get the same overall economic benefit as was enjoyed by the original party to the approved agreement. As the Commission has recognized, the core purpose of Section 252(i) is to assure non-discriminatory treatment so that competing interconnecting carriers can compete on a level playing field. A ruling that permits a requesting carrier to receive the same overall economic benefit as another carrier will serve this end. The broad language of Section 252(i) supports this approach.

Since the language of the statute obligates a LEC to offer an agreement on the "same terms and conditions," the LEC should be able to cut off the benefits of an

approved agreement on the terminal date of the original agreement **only if** the LEC also is willing to make the terms of the new agreement **retroactive** to the starting date of the original agreement. This would result in an agreement on the same terms and conditions. If, on the other hand, the LEC wants the new agreement to be prospective in nature only, then the only manner of preserving the overall economic effect of the prior agreement is to have the term of the new agreement run for the same length of time as the approved agreement.

Some LECs have expressed concern that allowing the term of a new agreement to extend beyond the terminal date of the original agreement will create a "daisy chain" problem whereby each successive agreement can be adopted by yet another carrier thereby creating a perpetual term. This concern is unfounded. Section 252(i) clearly provides that only agreements which are approved by a state commission pursuant to Section 252 can be the basis of MFN rights by other requesting carriers. Section 252 in turn requires only two types of agreements to be approved - those voluntarily negotiated under Section 252(a) or those arbitrated under Section 252(b).[6/] Since an agreement

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6/ Section 252(e) also is in accord. Section 252(e) provides that "Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission." (emphasis added) The references to negotiation and arbitration clearly refer back to Sections 252(a) (negotiation) and 252(b) (arbitration) of the provision. A 252(i) agreement is adopted rather than negotiated or arbitrated and thus does not need to be filed with, nor approved by, the State commission under Section 252(e). Of course, many states have procedures where all interconnection agreements must be filed with the state and this would not preclude a state from requiring such 252(i) agreements to be filed. Such filing requirements may be in the public interest, but would (continued...)

entered into under Section 252(i) is neither negotiated or arbitrated, it cannot form the basis of a follow-on request to exercise 252(i) rights.[7/] Thus MFN rights will not and cannot create a daisy chain of agreements that would preclude the LEC from reaching a point when the original agreement would no longer be available. The date on which carriers could no longer opt into an approved agreement would be the date on which that arbitrated or negotiated agreement has expired and the LEC is no longer offering such agreement to other carriers. Accordingly, the Commission need not be concerned that agreements entered into by LECs will perpetuate into the future *ad infinitum*.

III. The NPRM Raises Only One of Many Critical Issues that Must Be Addressed Respecting Section 252(i)

The agreement term issue was the only specific example identified by the FCC as giving rise to questions under Section 252(i). AirTouch's experience indicates that there are other equally important Section 252(i) issues worthy of the Commission's attention in light of the critical nature of Section 252(i) rights.

6/ (...continued)
not be pursuant to Section 252 and thus would not create and agreement "negotiated or arbitrated" under Section 252. Thus, the 252(i) adoptions of the original agreement would not extend the time agreements could be opted into under Section 252(i).

7/ This presupposes that the 252(i) request asks only for the same interconnection, service, or network element as that is set forth in the negotiated or arbitrated agreement. If the party requesting the arrangement under 252(i) wants to negotiate some part of such arrangement, then it would no longer be a 252(i) request but would rather be a voluntarily negotiated interconnection arrangement that would need to be approved pursuant to Section 252(a) and would be available for opt in by other carriers under Section 252(i).

A. The Commission Has Not Yet Accorded Requesting Carriers the Full Benefit of Section 252(i)

The recent Supreme Court decision in *AT&T Corp. v. Iowa Utilities Board*, 119 S. Ct. 721 (1999) reinstated the pick-and-choose rule (47 C.F.R Section 51.809) which the FCC adopted to implement Section 252(i) of the Act. In doing so, the high Court made it clear that the FCC has in fact adopted an implementing regulation that is **narrower** than the statutory provision itself. The Court observed:

> [I]n some respects the [FCC's pick-and-choose] rule is more generous to the incumbent LECs than Section 252(i) itself. It exempts incumbents who can prove to the state commission that providing a particular interconnection service or network element to a requesting carrier is either (1) more costly than providing a particular interconnection service or network element to a requesting carrier, or (2) technically infeasible. 47 CFR Section 51.809(b) (1997). And it limits the amount of time during which negotiated agreements are open to requests under this section. Section 51.809(c). The Commission has said that an incumbent LEC can require a requesting carrier to accept all terms that it can prove are "legitimately related" to the desired term. First Report & Order para 1315. Section 252(i) certainly demands no more than that.

This Supreme Court holding is somewhat ironic. The FCC's pick-and-choose rule was attacked by the LECs on the basis that the Commission had gone too far in its effort to accord requesting carriers MFN rights. Not only did the Supreme Court reject this contention, but in the process indicated that the relief provided by the "pick-and-choose" rule actually is less generous to carriers than the statutory language itself.

Since the Commission clearly recognizes the value of Section 252(i), it could well decide at this time to broaden the scope of Section 51.809 of the rules in order to accord requesting carriers the full measure of MFN rights permissible under the broad statutory language of Section 252(i). If the Commission decides that such an action would be premature, at the very least the Commission should interpret the existing pick-and-choose rule in a manner which accords maximum flexibility to the requesting carrier who is seeking to adopt, in whole or in part, a pre-existing agreement.

B. It Would be Useful for the FCC to Issue Guidelines Under Section 51.809

The Commission's prior pronouncements on Section 252(i) have been helpful in defining a requesting carrier's MFN rights. Nonetheless, AirTouch has encountered several situations in which it and the LEC have disagreed over the parties' respective rights under Section 252(i). In most instances, the LECs have seized upon these disagreements to delay or deny AirTouch's effort to adopt another carrier's agreement. Clarification on these points by the Commission would serve to promote agreements.

1. Confidentiality Agreements

It is not uncommon for parties to interconnection agreements to enter into non-disclosure agreements to protect proprietary information and the confidentiality of bargaining positions. While such agreements may be necessary and appropriate in certain circumstances, the fact is that the need to negotiate such an agreement can be a cause of delay. In AirTouch's experience, the most difficult issues pertaining to non-disclosure

agreements arise because of tension between the LEC's desire to treat as confidential the substantive bargaining positions it has taken, and the interconnecting carrier's desire to retain the ability to disclose these bargaining positions to regulators if arbitration is necessary, or if issues arise concerning whether the LEC is meeting its obligation to negotiate in good faith. While AirTouch generally has succeeded in working these issues out with the LECs, the resolution frequently has required the exchange of multiple drafts of the non-disclosure agreement and a resulting passage of considerable time.

While entering into a confidentiality agreement may be a necessary step in the negotiation of a new carrier-specific interconnection agreement, AirTouch's experience indicates that such agreements often are not necessary when a requesting carrier is invoking rights under Section 252(i). The requesting carrier is not in this circumstance seeking to negotiate with the LEC. Rather, it is seeking to adopt a previously-approved agreement. AirTouch's experience indicates that such discussions do not generally entail the giving or receiving of proprietary information. Consequently, the Commission should rule that, in the absence of special circumstances,[8/] it is not appropriate for a LEC to insist upon the negotiation of a confidentiality agreement prior to responding substantively to a Section 252(i) request.

8/ If a LEC takes the position under Section 51.809(b)(1) that it is more costly to serve a requesting carrier than it is to serve the original party to the approved agreement and the requesting carrier seeks confidential LEC cost information on this point, a non-disclosure agreement may be appropriate.

2. Amendments to Approved Agreements

Some LECs take the position that a requesting carrier seeking to adopt an approved agreement under Section 252(i) will be bound by any subsequent amendments to the approved agreement adopted by the original contracting parties. This position has an obvious chilling effect on the exercise of Section 252(i) rights. A requesting carrier may be extemely reluctant to agree to be bound by amendments when it will have no participation in the negotiation of the amendment language. In effect, the requesting carrier would be agreeing blindly to changes in terms over which it has no degree of control.

This LEC position on amendments is unreasonable for multiple reasons. First, when an interconnection agreement is approved by a state commission, neither the state agency nor the parties have any basis to conclude that the agreement will in fact be modified in the future in any material fashion. Thus, the state commission approval of the agreement necessarily constitutes a determination that the unamended agreement, on a stand-alone basis, is reasonable and meets all applicable statutory standards. This being the case, there is absolutely no unfairness in requiring the LEC to offer another requesting carrier the terms of the approved agreement **regardless** of whether the original parties to that agreement subsequently enter into voluntary amendments thereto.

Second, obligating a subsequent requesting carrier to be bound by every amendment to an approved agreement is fundamentally inconsistent with the FCC's "pick

and choose" approach. If a requesting carrier is able in the first instance to adopt some but not all provisions of an approved agreement, it certainly should have the opportunity to adopt some but not all amendments.

Finally, binding a requesting carrier to subsequent amendments which reduce or impair the interconnecting carrier's entitlement does not comport with the concept of most-favored-nation treatment. The FCC has properly analogized Section 252(i) rights to commercial MFN clauses. These clauses enable the contracting party to take advantage of more favorable terms offered to another carrier, but do not obligate the contracting party to accept less favorable terms negotiated by another. The LEC effort to impose adverse changes in an approved agreement on third parties turns the MFN concept on its head.

Based on the foregoing, the Commission should rule that requesting carriers exercising rights under Section 252(i) are not automatically bound by amendments to the state commission-approved agreement voluntarily entered into by third parties.

3. The Applicability of Section 252(i) to an Existing Agreement

At least two LECs with which AirTouch is negotiating new interconnection agreements have taken the position that an interconnecting carrier who enters into a voluntary or arbitrated agreement with a fixed term cannot invoke its rights under Section 252(i) until that agreement expires. For example, US West has taken the position in the ongoing arbitrations before the state commissions in Washington and Colorado that allowing AirTouch to seek an interconnection term from another approved agreement during the initial term of AirTouch's own agreement with US West would result in an

open ended, non-binding arrangement of questionable validity or enforceability. In effect US West is asking that AirTouch be forced to waive its rights under Section 252(i) as a condition to entering into an agreement with US West.

It is pure nonsense to claim that allowing a carrier to invoke Section 252(i) rights during the initial term of an interconnection agreement makes the agreement unenforceable. Most-favored-nation clauses are common in commercial contracts and do not render such contracts non-binding or invalid.

In AirTouch's view, the FCC already has indicated clearly that Section 252(i) rights can be invoked during the term of an existing agreement. In its *Local Competition First Report*, the Commission ruled, at paragraph 1316, that

> Congress's command under Section 252(i) was that parties may utilize any individual interconnection agreements **and incorporate it into the terms of their interconnection agreement**.

(emphasis added). This ruling leaves no doubt that interconnecting carriers can use Section 252(i) to modify the terms of **existing** agreements. Nevertheless, since some LECs continue to debate this point, it is worth being reiterated by the Commission.

4. Avenues for Relief

Several LECs have taken the position that disputes which arise between a requesting carrier and a LEC when a Section 252(i) request is made can only be resolved by a state commission pursuant to the formal Section 251 and 252 arbitration procedures. For example, PacBell has sought to dismiss an AirTouch complaint filed in the US District Court for the Northern District of California on the ground that AirTouch was

obligated to negotiate with PacBell concerning its Section 252(i) rights for a minimum of 135 days, and to seek arbitration of the Section 252(i) claim before the state commission between the 135th and 160th day before being entitled to go to the Federal District Court for relief.[9/]

Once again, AirTouch is of the view that the FCC already has addressed this issue. In the *Local Competition First Report*, the Commission ruled:

> We further conclude that a carrier seeking interconnection, network elements, or services pursuant to Section 252(i) need not make such requests pursuant to the procedures for initial section 252 requests, but shall be permitted to obtain its statutory rights on an expedited basis. We find that this interpretation furthers Congress's stated goals of opening up local markets to competition and permitting interconnection on just, reasonable, and nondiscriminatory terms, and that we should adopt measures that ensure competition occurs as quickly and efficiently as possible. We conclude that the nondiscriminatory, pro-competitive purpose of section 252(i) would be defeated were requesting carriers required to undergo a lengthy negotiation and approval process pursuant to section 251 before being able to utilize the terms of previously approved agreement.

Id. at para. 1321. One obvious means for a requesting carrier to secure expedited relief is by pursuing a claim in Federal District Court pursuant to 47 U.S.C. Section 207, which provides in pertinent part:

> Any person claiming damage by any common carrier subject to the provisions of [the Communications Act of

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9/ See PacBell memorandum of Points and authorities in Support of Motion to Dismiss filed November 6, 1998 in Case No. C98-2216 MHP before the United States District Court for the Northern District of California.

> 1934, as amended] ... may bring suit for the recovery of damages of which such common carrier may be liable under the provisions of [the Communications Act], in any district court of the United States of competent jurisdiction ... .

The Commission should explicitly acknowledge this avenue of relief and reiterate that requesting carriers are not obligated to follow the formal arbitration procedures specified in Section 252(b) of the Act when invoking rights under Section 252(i). [10/] Otherwise LECs will have an incentive to create disputes under Section 252(i) and forestall a carrier's effort to adopt an approved provision or agreement by subjecting the carrier to an extended negotiation period before relief can be sought. The clear purpose of Section 251(i) was to provide an **alternative** to a negotiated agreement, and not to graft the whole panoply of arbitration procedures onto the exercise of MFN nights.

5. Quantifying "Unreasonable Delay"

Section 51.809(a) of the rules obligates LECs to make an approved agreement or provision available "without unreasonable delay." AirTouch's experience indicates that some LECs are taking considerable liberties in interpreting this requirement. For example, in one instance AirTouch sought to adopt an approved agreement *in toto*, and asked the LEC to make the minimal changes required to substitute AirTouch as the

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10/ AirTouch does not mean to suggest that the Federal District Court provides the only avenue for relief. A requesting carrier might decide to file a compliant at the FCC to enforce its Section 252(i) rights, or, it might elect to go to the state commission if the dispute involves a provision which the state commission imposed in the course of an arbitration and on which, as a result, it may have particular insight. However, a requesting carrier clearly should not be obligated to go to the state commission, nor should it be required to wait 135 days before seeking relief.

interconnecting carrier and circulate a signature ready document as soon as possible. Nevertheless, **six weeks passed** before AirTouch received a proposed agreement (and even then the agreement it received did not fully conform to the language of the agreement AirTouch was seeking to adopt).

AirTouch submits that it would be useful for the Commission to set some benchmarks concerning the turn around time a requesting carrier should reasonably expect when seeking to invoke Section 252(i) rights. For example, if a requesting carrier is seeking to adopt an approved agreement *in toto*, the LEC should be able to produce a signature ready agreement with the new identifying information within 5 business days. If the requesting carrier is seeking to "pick and choose" provisions from an approved agreement, the LEC may require additional time to consider whether the requested provision is tied economically to any other provision. Allowing 10 business days under this circumstance would be reasonable.

In making these proposals, AirTouch is not advocating a rigid standard. Rather, AirTouch recommends that the Commission rule that substantive responses to Section 252(i) requests within the stated periods would be presumptively reasonable. If a LEC fails to respond in the stated period, the LEC should have the burden of proving that the delay was reasonable. In AirTouch's view, a ruling of this nature will encourage LECs to respond sooner rather than later to Section 252(i) requests.

6. Quantifying the Time That an Approved Agreement Must be Kept Open for New Parties

A similar approach should be taken to add certainty to the requirement in Section 51.809(c) that an approved agreement or provision remain available "for a reasonable period of time" because LECs also are taking liberties with this requirement. In one instance, AirTouch requested an approved agreement **3 days** after it first became available for public inspections, and still faced a claim by the LEC that certain language in the approved agreement would have to be changed to preserve the intent of the original agreement.

AirTouch recommends a general rule that a LEC be obligated to make an approved arrangement available to another requesting carrier throughout the initial term of the original agreement. [11/] If the LEC contends that there have been material changes in circumstances that make it technically infeasible or economically unreasonable to keep the arrangement open for others during that entire period, the LEC would have the burden of proof in demonstrating the existence and effect of those material adverse changes. Again, AirTouch submits that this approach would reduce the opportunity for LECs to assert that previously approved agreements are no longer available to other carriers.

11/ After the initial term, the requesting carrier would be eligible to accept the agreement for whatever tem the original agreement was extended. Thus, an agreement that automatically renewed for a one year tem should remain available for that year. In contrast, an agreement that converted to a month-to-month term would only be available for a like term.

IV. Conclusion

The foregoing premises having been duly considered, AirTouch Paging respectfully requests that the Commission issue the requested rulings pertaining to Section 252(i) of the Act so that requesting carriers can fully enjoy the most-favored-nation rights that Congress and the Commission have sought to create and preserve.

Respectfully submitted,

AIRTOUCH PAGING

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Its Attorney

April 12, 1999

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